

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 47 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. W91247-06-R-0015		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 15 Mar 2006	6. REQUISITION/PURCHASE NO. DPTSAF-5294-N508
7. ISSUED BY FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFCA-SR-BR BUILDING 1-1333 ARMISTEAD AND MACOMB ST FORT BRAGG NC 28310-5000 TEL: 910-396-4362 FAX: 910-396-7872				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:00 PM</u> local time <u>11 Apr 2006</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME CATHERINE L. HOUSE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 910-396-4362 X257		C. E-MAIL ADDRESS CATHERINE.HOUSE@US.ARMY.MIL
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OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE	
					18. OFFER DATE	
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AIR MEDICAL EVACUATION SUPPORT FFP BASE YEAR - 1 MAY 2006 THROUGH 31 MARCH 2007 CONTRACTOR SHALL RESPOND TO CALLS FOR MEDICAL EVACUATION SUPPORT SERVICES FOR FORT BRAGG, NORTH CAROLINA. CONTRACTOR WILL PROVIDE ON-CALL AEROMEDICAL AMBULANCE SERVICE FOR EMERGENCY MEDICAL TRANSPORT AND IN-FLIGHT TREATMENT FOR MILITARY BENEFICIARIES. CONTRACTOR SHALL PROVIDE EMERGENCY SITE PICKUP ON FORT BRAGG RANGES, DESIGNATED TRAINING AREAS, AND ANY ACCIDENT LOCATION WITHIN A 100-MILE RADIUS OF FORT BRAGG NORTH CAROLINA. QUANTITIES ARE ESTIMATED FOB: Destination PURCHASE REQUEST NUMBER: DPTSAF-5294-N508				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	PATIENT TRANSPORT MISSIONS FFP PROVIDE EMERGENCY AIR AMBULANCE TRANSPORTS OF ACCIDENT VICTIMS FROM DESIGNATED FORT BRAGG TRAINING AREAS AND/OR ACCIDENT SITES WITHIN A 100-MILE RADIUS OF FORT BRAGG. ALL PATIENTS WILL BE TRANSPORTED TO THE NEAREST NCOEMS COMPLIANT FACILITY, WITH WOMACK ARMY HOSPITAL BEING THE PREFERRED DESTINATION. NO LANDING FEES WILL BE CHARGED AT WAMC (FIXED PRICE) THE QUANTITIES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292-N0001 THE ESTIMATED QUANTITY OF 131 EACH REFERS TO 131 MISSIONS FOB: Destination PURCHASE REQUEST NUMBER: DPTSAF-5294-N508	131	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	SUPPLY/SERVICES TRAINING EXERCISES FFP PROVIDE TWENTY-FOUR/SEVEN SERVICES FOR HIGH RISK TRAINING EVENTS. CONTRACTOR SHALL POSITION AN AIRCRAFT AND CREW AT SIMMONS ARMY AIRFIELD FOR HIGH RISK TRAINING EXERCISES. BED- DOWN FOR THREE PERSONS WILL BE PROVIDED AT SIMMONS ARMY AIRFIELD. CREWS MAY BE SWITCHED OUT OR RELIEVED AT CONTRACTORS SCHEDULING CONVENIENCE. QUANTITIES AND DATES FOR THIS CLIN ARE ESTIMATED. PROJECTED TRAINING DATES ARE AS FOLLOWS: 20 MAY 2006, 27 JUNE 2006, 15 JULY 2006, 19 AUGUST 2006, 16 SEPTEMBER 2006. JREX LARGE PACKAGE WEEK: 26 - 30 JUNE 2006, 28 AUGUST - 1 SEPTEMBER 2006, AND 23 - 27 OCTOBER 2006 PURCHASE REQUEST NUMBER SAAF-5292-N0001 FOB: Destination PURCHASE REQUEST NUMBER: DPTSAF-5294-N508	20	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	ADDITIONAL FLIGHT HOURS FFP IN THE EVENT THAT A PATIENT REQUIRES TRANSPORTATION TO A HOSPITAL OTHER THAN WOMACK ARMY MEDICAL CENTER, PROVIDE EMERGENCY TRANSPORTATION TO HOSPITALS LOCATED WITHIN A 100- MILE RADIUS OF FORT BRAGG, NORTH CAROLINA. QUANTITIES FOR THIS CLIN ARE ESTIMATED. FOB: Destination PURCHASE REQUEST NUMBER: DPTSAF-5294-N508	15	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FIRST OPTION YEAR FFP OPTION YEAR- 1 APRIL 2007 THROUGH 31 MARCH 2008 CONTRACTOR SHALL RESPOND TO CALLS FOR MEDICAL EVACUATION SUPPORT SERVICES FOR FORT BRAGG, NORTH CAROLINA. CONTRACTOR WILL PROVIDE ON-CALL AEROMEDICAL AMBULANCE SERVICE FOR EMERGENCY MEDICAL TRANSPORT AND IN-FLIGHT TREATMENT FOR MILITARY BENEFICIARIES. CONTRACTOR SHALL PROVIDE EMERGENCY SITE PICKUP ON FORT BRAGG RANGES, DESIGNATED TRAINING AREAS, AND ANY ACCIDENT LOCATION WITHIN A 100-MILE RADIUS OF FORT BRAGG NORTH CAROLINA. QUANTITIES ARE ESTIMATED FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	PATIENT TRANSPORT MISSIONS FFP PROVIDE EMERGENCY AIR AMBULANCE TRANSPORTS OF ACCIDENT VICTIMS FROM DESIGNATED FORT BRAGG TRAINING AREAS AND/OR ACCIDENT SITES WITHIN A 100-MILE RADIUS OF FORT BRAGG. ALL PATIENTS WILL BE TRANSPORTED TO THE NEAREST NCOEMS COMPLIANT FACILITY, WITH WOMACK ARMY HOSPITAL BEING THE PREFERRED DESTINATION. NO LANDING FEES WILL BE CHARGED AT WAMC (FIXED PRICE) THE QUANTITIES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292-N0001 THE ESTIMATED QUANTITY OF 131 EACH REFERS TO 131 MISSIONS FOB: Destination	131	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	SUPPLY/SERVICES TRAINING EXERCISES FFP PROVIDE TWENTY-FOUR/SEVEN SERVICES FOR HIGH RISK TRAINING EVENTS. CONTRACTOR SHALL POSITION AN AIRCRAFT AND CREW AT SIMMONS ARMY AIRFIELD FOR HIGH RISK TRAINING EXERCISES. BED- DOWN FOR THREE PERSONS WILL BE PROVIDED AT SIMMONS ARMY AIRFIELD. CREWS MAY BE SWITCHED OUT OR RELIEVED AT CONTRACTORS SCHEDULING CONVENIENCE. QUANTITIES AND DATES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292- N0001 FOB: Destination	39	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	ADDITIONAL FLIGHT HOURS FFP IN THE EVENT THAT A PATIENT REQUIRES TRANSPORTATION TO A HOSPITAL OTHER THAN WOMACK ARMY MEDICAL CENTER, PROVIDE EMERGENCY TRANSPORTATION TO HOSPITALS LOCATED WITHIN A 100- MILE RADIUS OF FORT BRAGG, NORTH CAROLINA. QUANTITIES FOR THIS CLIN ARE ESTIMATED. FOB: Destination	15	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SECOND OPTION YEAR FFP OPTION YEAR - 1 APRIL 2008 THROUGH 31 MARCH 2009 CONTRACTOR SHALL RESPOND TO CALLS FOR MEDICAL EVACUATION SUPPORT SERVICES FOR FORT BRAGG, NORTH CAROLINA. CONTRACTOR WILL PROVIDE ON-CALL AEROMEDICAL AMBULANCE SERVICE FOR EMERGENCY MEDICAL TRANSPORT AND IN-FLIGHT TREATMENT FOR MILITARY BENEFICIARIES. CONTRACTOR SHALL PROVIDE EMERGENCY SITE PICKUP ON FORT BRAGG RANGES, DESIGNATED TRAINING AREAS, AND ANY ACCIDENT LOCATION WITHIN A 100-MILE RADIUS OF FORT BRAGG NORTH CAROLINA. QUANTITIES ARE ESTIMATED FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	PATIENT TRANSPORT MISSIONS FFP PROVIDE EMERGENCY AIR AMBULANCE TRANSPORTS OF ACCIDENT VICTIMS FROM DESIGNATED FORT BRAGG TRAINING AREAS AND/OR ACCIDENT SITES WITHIN A 100-MILE RADIUS OF FORT BRAGG. ALL PATIENTS WILL BE TRANSPORTED TO THE NEAREST NCOEMS COMPLIANT FACILITY, WITH WOMACK ARMY HOSPITAL BEING THE PREFERRED DESTINATION. NO LANDING FEES WILL BE CHARGED AT WAMC (FIXED PRICE) THE QUANTITIES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292-N0001 THE ESTIMATED QUANTITY OF 131 EACH REFERS TO 131 MISSIONS FOB: Destination	131	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	SUPPLY/SERVICES TRAINING EXERCISES FFP PROVIDE TWENTY-FOUR/SEVEN SERVICES FOR HIGH RISK TRAINING EVENTS. CONTRACTOR SHALL POSITION AN AIRCRAFT AND CREW AT SIMMONS ARMY AIRFIELD FOR HIGH RISK TRAINING EXERCISES. BED- DOWN FOR THREE PERSONS WILL BE PROVIDED AT SIMMONS ARMY AIRFIELD. CREWS MAY BE SWITCHED OUT OR RELIEVED AT CONTRACTORS SCHEDULING CONVENIENCE. QUANTITIES AND DATES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292- N0001 FOB: Destination	39	Days		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	ADDITIONAL FLIGHT HOURS FFP IN THE EVENT THAT A PATIENT REQUIRES TRANSPORTATION TO A HOSPITAL OTHER THAN WOMACK ARMY MEDICAL CENTER, PROVIDE EMERGENCY TRANSPORTATION TO HOSPITALS LOCATED WITHIN A 100- MILE RADIUS OF FORT BRAGG, NORTH CAROLINA. QUANTITIES FOR THIS CLIN ARE ESTIMATED. FOB: Destination	15	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	THIRD OPTION YEAR FFP OPTION YEAR - 1 APRIL 2009 THROUGH 31 MARCH 2010 CONTRACTOR SHALL RESPOND TO CALLS FOR MEDICAL EVACUATION SUPPORT SERVICES FOR FORT BRAGG, NORTH CAROLINA. CONTRACTOR WILL PROVIDE ON-CALL AEROMEDICAL AMBULANCE SERVICE FOR EMERGENCY MEDICAL TRANSPORT AND IN-FLIGHT TREATMENT FOR MILITARY BENEFICIARIES. CONTRACTOR SHALL PROVIDE EMERGENCY SITE PICKUP ON FORT BRAGG RANGES, DESIGNATED TRAINING AREAS, AND ANY ACCIDENT LOCATION WITHIN A 100-MILE RADIUS OF FORT BRAGG NORTH CAROLINA. QUANTITIES ARE ESTIMATED FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	PATIENT TRANSPORT MISSIONS FFP PROVIDE EMERGENCY AIR AMBULANCE TRANSPORTS OF ACCIDENT VICTIMS FROM DESIGNATED FORT BRAGG TRAINING AREAS AND/OR ACCIDENT SITES WITHIN A 100-MILE RADIUS OF FORT BRAGG. ALL PATIENTS WILL BE TRANSPORTED TO THE NEAREST NCOEMS COMPLIANT FACILITY, WITH WOMACK ARMY HOSPITAL BEING THE PREFERRED DESTINATION. NO LANDING FEES WILL BE CHARGED AT WAMC (FIXED PRICE) THE QUANTITIES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292-N0001 THE ESTIMATED QUANTITY OF 131 EACH REFERS TO 131 MISSIONS FOB: Destination	131	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	SUPPLY/SERVICES TRAINING EXERCISES FFP PROVIDE TWENTY-FOUR/SEVEN SERVICES FOR HIGH RISK TRAINING EVENTS. CONTRACTOR SHALL POSITION AN AIRCRAFT AND CREW AT SIMMONS ARMY AIRFIELD FOR HIGH RISK TRAINING EXERCISES. BED- DOWN FOR THREE PERSONS WILL BE PROVIDED AT SIMMONS ARMY AIRFIELD. CREWS MAY BE SWITCHED OUT OR RELIEVED AT CONTRACTORS SCHEDULING CONVENIENCE. QUANTITIES AND DATES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292- N0001 FOB: Destination	39	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	ADDITIONAL FLIGHT HOURS FFP IN THE EVENT THAT A PATIENT REQUIRES TRANSPORTATION TO A HOSPITAL OTHER THAN WOMACK ARMY MEDICAL CENTER, PROVIDE EMERGENCY TRANSPORTATION TO HOSPITALS LOCATED WITHIN A 100- MILE RADIUS OF FORT BRAGG, NORTH CAROLINA. QUANTITIES FOR THIS CLIN ARE ESTIMATED. FOB: Destination	15	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FOURTH OPTION YEAR FFP OPTION YEAR - 1 APRIL 2010 THROUGH 31 MARCH 2011 CONTRACTOR SHALL RESPOND TO CALLS FOR MEDICAL EVACUATION SUPPORT SERVICES FOR FORT BRAGG, NORTH CAROLINA. CONTRACTOR WILL PROVIDE ON-CALL AEROMEDICAL AMBULANCE SERVICE FOR EMERGENCY MEDICAL TRANSPORT AND IN-FLIGHT TREATMENT FOR MILITARY BENEFICIARIES. CONTRACTOR SHALL PROVIDE EMERGENCY SITE PICKUP ON FORT BRAGG RANGES, DESIGNATED TRAINING AREAS, AND ANY ACCIDENT LOCATION WITHIN A 100-MILE RADIUS OF FORT BRAGG NORTH CAROLINA. QUANTITIES ARE ESTIMATED FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	PATIENT TRANSPORT MISSIONS FFP PROVIDE EMERGENCY AIR AMBULANCE TRANSPORTS OF ACCIDENT VICTIMS FROM DESIGNATED FORT BRAGG TRAINING AREAS AND/OR ACCIDENT SITES WITHIN A 100-MILE RADIUS OF FORT BRAGG. ALL PATIENTS WILL BE TRANSPORTED TO THE NEAREST NCOEMS COMPLIANT FACILITY, WITH WOMACK ARMY HOSPITAL BEING THE PREFERRED DESTINATION. NO LANDING FEES WILL BE CHARGED AT WAMC (FIXED PRICE) THE QUANTITIES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292-N0001 THE ESTIMATED QUANTITY OF 131 EACH REFERS TO 131 MISSIONS FOB: Destination	131	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	SUPPLY/SERVICES TRAINING EXERCISES FFP PROVIDE TWENTY-FOUR/SEVEN SERVICES FOR HIGH RISK TRAINING EVENTS. CONTRACTOR SHALL POSITION AN AIRCRAFT AND CREW AT SIMMONS ARMY AIRFIELD FOR HIGH RISK TRAINING EXERCISES. BED- DOWN FOR THREE PERSONS WILL BE PROVIDED AT SIMMONS ARMY AIRFIELD. CREWS MAY BE SWITCHED OUT OR RELIEVED AT CONTRACTORS SCHEDULING CONVENIENCE. QUANTITIES AND DATES FOR THIS CLIN ARE ESTIMATED. PURCHASE REQUEST NUMBER SAAF-5292- N0001 FOB: Destination	39	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	ADDITIONAL FLIGHT HOURS FFP IN THE EVENT THAT A PATIENT REQUIRES TRANSPORTATION TO A HOSPITAL OTHER THAN WOMACK ARMY MEDICAL CENTER, PROVIDE EMERGENCY TRANSPORTATION TO HOSPITALS LOCATED WITHIN A 100- MILE RADIUS OF FORT BRAGG, NORTH CAROLINA. QUANTITIES FOR THIS CLIN ARE ESTIMATED. FOB: Destination	15	Hours		

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

PERFORMANCE STATEMENT OF WORK

1.1. **SCOPE OF WORK.** The contractor shall provide rotary-wing service (herein after referred to as MEDEVAC), fully trained personnel (herein after referred to as medical flight crews), medical equipment, and all necessary supplies to perform air evacuation service at Fort Bragg, North Carolina. Evacuations will be to locales in North Carolina and vicinity.

1.1.1. This solicitation and any resulting contract will be a non-personal services contract, as defined in FAR 37.101, under which the Contractor is an independent Contractor. Any resultant contract shall not establish an employer-employee relationship between the Government and the Contractor. The Government may evaluate the quality of professional and administrative service provided, but retains no control over the medical, professional aspects of services rendered (e. g., professional judgments, diagnosis for specific medical treatment). The contractor shall maintain medical liability insurance in the minimum amount of \$1 million per incident and \$3 million in the aggregate. The contractor shall ensure that its subcontractors have medical liability insurance in these amounts. Proof of insurance shall be submitted prior to beginning services. A copy of the liability insurance shall be submitted to the Contracting Officer 10 days prior to contract start date.

1.1.2 The Government requires the contractor to maintain DOD Air Carrier Certification IAW DOD Directive 4500.53, Commercial Passenger Airlift Management and Quality Control. The contractor shall have certification prior to performance start date. Certification requests and survey forms may be downloaded from the following site:

<http://public.amc.af.mil/business/a34b/default.aspx?tab=120>

1.2. CONTRACTOR PERSONNEL

1.2.1. Contract Manager. The contractor shall provide a contract manager and alternate who shall be responsible for the performance of the work. The name and telephone number (to include emergency numbers i.e., cell phones or pagers) shall be designated in writing to the Contracting Officer or the Contracting Officer's designated representative upon contract award.

1.2.1.1. The contract manager shall have full authority to act on behalf of the contractor on all matters relating to the operation of this contract.

1.2.1.2. The contract manager shall be available during normal duty hours to meet on the installation with Government personnel designated by the Contracting Officer to discuss problem areas. After normal duty hours the contract manager shall be available within 2 hours of notification.

1.2.1.3. The Contractor shall provide an alternate Point of Contact (POC) that shall be available via telephone, 24 hours per day. This individual shall have means to make direct contact with the contract manager or be empowered to act on behalf of the Contract Manager.

1.2.1.4. The contractor shall provide a detailed roster of employees 10 days prior to contract start date. Changes to the work force shall accompany the monthly invoice following the month in which changes occurred. The Government reserves the right to request, and the Contractor will provide, updated rosters.

1.2.2. Contractor Employees. The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest.

1.2.2.1. In addition to pilot, the helicopter shall be staffed by at least one Emergency Care RN (Registered Nurse) and one other emergency medical care staff member, either another RN or an EMT, both of which possess a nationally recognized state of North Carolina certification. At least one of the medical flight crew shall be BCLS (Basic Cardiac Life Support) certified, ACLS (Advanced Cardiac Life Support) certified, PALS (Pediatric Advanced Life Support) certified, and either BTLS (Basic Trauma Life Support) or PHTLS (Pre-Hospital Trauma Life Support). The contractor shall provide personnel with the appropriate certifications and required licensures to care for the type of patients being transported. The contractor shall provide proof of formal training for RNs, paramedics, and pilots prior to beginning services. The contractor shall maintain staffing certification during the term of this contract and provide such proof to the Contracting Officer as changes occur. The proof shall be in the form of diplomas, degrees and/or current certificates received for training and resumes listing the personnel's education and experience in the area of medical evacuation. All helicopter pilots shall possess amount of flight hour experience required per North Carolina state insurance requirements and have an IFR instrument ticket to fly through inadvertent cloud cover. The contractor shall have passed FAA inspections on all equipment and not been grounded by the FAA within the last year. If the contractor fails FAA inspection during the term of this contract, this shall be considered grounds for immediate termination. The contractor shall provide proof of FAA inspections for the last year to the Contracting Officer prior to beginning services and at annual inspection intervals.

1.2.2.2. At least one (1) member of the medical flight crew shall have at least one year's experience of air medical time during the past three (3) years. Time spent in an administrative capacity as a claims reviewer, medical school instructor, ER director, etc. does not qualify as practicing time. The medical flight crew shall have graduated from an accredited educational program, college, or university or training institution and be licensed to practice in the state of North Carolina.

1.2.2.3. The medical flight crews shall be capable of treating patients of all ages.

1.2.2.4. The medical flight crews will possess and maintain at all times, at contractor expense, current certification in BCLS (Basic Cardiac Life Support), ACLS (Advanced Cardiac Life Support), and PALS (Pediatric Advanced Life Support).

1.2.2.5. The medical flight crews shall be able to read, write, and speak English fluently and be able to communicate effectively with patients and other healthcare medical flight crews.

1.2.2.6. The contractor shall have pre-certified replacement medical flight crews available so a lapse in coverage supporting this contract does not occur.

1.2.2.7. The medical evacuation (MEDEVAC) flight crews shall be rested and fully physically and mentally capable of performing the duties required under this contract. The MEDEVAC flight crews shall have been resting for at least eight (8) hours prior to beginning any services under this contract.

1.2.2.8. Reserved

1.2.2.9. The medical flight crews shall abide by all Army and Joint Commission for Accreditation of Healthcare Organizations (JCAHO) regulations and requirements concerning the nature of limited privileged communication between patients and health care medical flight crew as may be necessary for security and personnel reliability programs. They shall also abide by all Army and JCAHO regulations concerning the confidentiality of patient records, including all embodied in federal statutes. All regulations referenced are available for review at Womack Army Medical Center. All medical records and reports are and will remain the property of the Government. The contractor/medical flight crews shall adhere to all the "Health Insurance Portability and Accountability Act of 1996 Privacy of Protected Information" (HIPPA) standards.

1.2.2.10. The medical flight crews shall not introduce new medical procedures or services without prior recommendation to and approval of the Contracting Officer or the Contracting Officer's designated representative. In disagreements or deviations from established or new protocols, the Contracting Officer or the Contracting Officer's

designated representative, will be the deciding authority. Any new medical procedure or service proposed by the MEDEVAC program which would increase the cost of the service provided to the Government must first be approved by the Contracting Officer or the Contracting Officer's designated representative.

1.2.2.11. Contractor personnel shall present a neat appearance and must be easily recognizable as an employee of the contractor. This may be accomplished by wearing distinctive clothing bearing the name of the company, or by wearing specified identification badges.

1.2.3. Security Requirements (Criminal Background Check Requirement)

1.2.3.1. The Contractor shall conduct criminal background checks on individuals employed by the contractor with special emphasis on individual's providing childcare services under this contract, using the procedures set forth in Department of Defense Instruction 1402.5 dated 19 January 1993. Background checks shall be based on fingerprints of individuals obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and state criminal history repositories.

1.2.3.2. The contractor shall require the employee to furnish requested information to be used in the check, complete documents and participate in interviews.

1.2.3.3. Contract providers may provide services prior to completion of background checks with the consent of the Contracting Officer. However, at all times while children are in the care of the individual, the contractor provider shall be within sight and continuous supervision of a staff person, whose background check has been completed, a chaperone, or parent/guardian.

1.2.3.4. Deleted

1.2.3.5. Individuals have the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report. Individuals who have previously received a background check shall provide proof to the Contracting Officer or obtain a new one.

1.2.4. Employee Education And Training Requirements

1.2.4.1. Advanced Life Support (ALS). Contract provider shall be licensed and certified as an Emergency Medical Technician- Paramedic (EMT-P), or a Registered Nurse who has completed an appropriate trauma/emergency medicine course such as TNCC, CEN, and TNATC etc. At least one crewmember shall be certified for:

1.2.4.1.1. Basic Trauma Life Support (BTLS) or Pre-Hospital Trauma Life Support (PHTLS),

1.2.4.1.2. Basic Cardiac Life Support (BCLS),

1.2.4.1.3 Advance Cardiac Life Support (ACLS) and

1.2.4.1.4 Pediatric Advanced Life support (PALS).

1.2.4.1.5 EMT-P's shall possess NCOEMS Certification

1.2.4.2. All contract employee certifications shall be current and in good standing at all times and shall be provided to the Contracting Officer prior to personnel performing work under this contract. Education levels for paramedics performing services under this contract must be no less than a high school graduate or the equivalent, received through a General Education equivalence certificate and be certified by the National Registry for Emergency Medical Technicians (NREMT) as paramedics.

1.2.4.3. A minimum of one of the assigned medical crewmembers shall maintain current status in the following certifications: American Heart Association (AHA), Basic Cardiac Life Support (BCLS) certification, AHA Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) certifications. At least one (1) Registered Nurse crewmember shall have RN level advanced training, such as TNCC, CEN, TNATC, etc.

1.2.4.4. An ALS crew shall consist of two (2) crewmembers, one of which is certified as a Registered Nurse, and one other crewmember certified as a nurse or EMT. Crewmembers with higher levels of certification can function in this capacity, at no cost to the Government.

1.2.4.5. All medical providers shall have current certifications and/or documents. Copies of these documents for the assigned medical crewmember will be provided to the Contracting Officer prior to any patient transports by those assigned medical flight crewmembers.

1.2.4.6. Medical providers' education and training files shall be maintained by the contractor.

1.2.4.7. Registered Nurses, in addition to maintaining current North Carolina State Licensure as a Registered Nurse, shall also possess current certifications in one or more of the following: Certified National Flight Nurse, Certified Emergency Nurse, or Certified Critical Care Nurse. Registered Nurses are required to obtain the Transport Nurse Advanced Trauma Course (TNATC) or Trauma Nurse Critical Care (TNCC) certifications.

1.2.4.8. Paramedics shall maintain nationally recognized state of North Carolina certification. Paramedics certified shall continue to meet the minimum standards for Continuing Education Units (CEU) to remain current as prescribed in AR 40-48 and 40-68. CEUs shall be obtained at no additional cost to the Government and shall be reported to the Contracting Officer annually on the first normal duty day in January for the previous calendar year.

1.2.5. Health Requirements

1.2.5.1. Contract personnel shall have a physical examination prior to commencing work. If contract employees have not received a physical within the previous 12 months, they are required to do so at contractor expense. Certifications shall be re-accomplished at annual intervals if contract is renewed beyond one year. Any change to the employee's physical condition shall be provided to the Contracting Officer or designated representative within 20 days of the change.

1.2.5.2. Certification shall be provided to the Contracting Officer that health care providers have completed medical evaluation required above not later than five (5) working days prior to commencement of work. This certification shall state the date on which the examination was completed, the doctor's name that performed the examination, and a statement concerning the physical health of the individual. The certification shall also contain the following statement: "(name of contract employee) is suffering from no contagious diseases to include but not limited to Tuberculosis, Hepatitis, and Venereal Disease."

1.2.5.3. OSHA (Occupational Safety and Health Administration) requires that all contract personnel who will have occupational exposure to blood or body fluids, or other potentially infectious materials, shall receive Hepatitis B vaccine, or have documented proof of immunity to Hepatitis B infection, as a condition of employment. The contractor shall provide any required vaccinations at no cost to the government. Aviation staff shall sign a waiver if they refuse to have this vaccine.

1.2.5.4. All contractor personnel performing direct health care services shall stay updated on their influenza immunization. Each contract employee shall obtain immunization update during the fall influenza immunization period unless contraindicated by allergy to eggs and in accordance with industry practices. The contractor shall arrange for the inoculations at their own expense. Staff shall sign a waiver if they refuse to have the influenza immunization.

1.2.5.5. WAMC may take clinical specimens for outbreak investigation from contract personnel when required by the WAMC's Infection Control Committee (ICC) at no cost to the contractor. The type of clinical specimen will be dictated according to type of investigation.

1.2.5.6. The contractor shall be responsible for insuring that an occupational health program is instituted and maintained on all employees and is in compliance with State and Federal OSHA laws and regulations (including pertinent sections of 29 CFR 1910 and 29 CFR 1926 and all future revisions). The contractor shall be responsible for identifying workplace hazards, monitoring contractor employee exposure to these hazards, providing appropriate personal protective equipment (unless otherwise specified), and accomplishing any required medical surveillance, treatment, employee notification, education, training and documentation. The contractor may use the Government's Industrial Hygiene data on hazards specific to the contractor work areas if available (for example, hazardous noise data collection on Army personnel working in the same area as the contractor). The Government will not be responsible for gathering data on or monitoring work area hazards specifically for contractor personnel. If requested, the contractor shall be provided documentation showing compliance with the above requirements and documentation on any work area hazards identified.

1.2.5.7. The contractor shall maintain employee medical information as outlined herein and provide them upon request thereby complying with JCAHO, OSHA, CDC health record requirements, Infection Control Program, and Occupational Health Program.

1.2.5.8. WAMC will provide emergency health care to save loss of life, limb, and to preserve eyesight for contract personnel for injuries or illness occurring while on duty. These services shall be billed to the contractor at the current full reimbursement rate.

1.2.6. Conflict Of Interest

1.2.6.1. The contractor shall not bill the patient for services rendered under this contract. The contractor shall be prohibited from receiving compensation of any kind for patients treated, procedures performed, or any other actions performed, except under the terms and conditions of this contract, at the rate specified in the schedule.

1.2.6.2. The contractor shall not recommend or suggest to persons receiving medical care at Government expense that they receive medical care from the contractor's home facility (if any) or from an affiliate, subsidiary, a third party, or parent company in association with the contractor, unless medical care will be furnished without cost to the patient, the Government or any other person or firm. The contractor is not prohibited, by reason of their employment under this contract, from operating a hospital or evacuation service. The contractor shall not use any Government facilities or other Government property in connection therewith except as specified at Section (3) three.

1.2.6.3. The contractor medical flight crews shall not use patient care rendered pursuant to this contract as part of a study, research project, or publication. The medical flight crews shall prepare medical records, forms and documents as required, IAW (in accordance with) the regulations and established guidelines listed in the contract. Data may be submitted to PREMIS and Trauma Registry.

1.3. QUALITY CONTROL

1.3.1. The Government will monitor the contractor's performance under this contract using the Quality Assessment and Improvement (QA&I) procedures approved by the Contracting Officer for patient care and medical issues and for flight operations and performance. Additionally, the contractor's performance is subject to scheduled and unscheduled QA&I review by representatives designated by the Contracting Officer.

1.3.2 The contractor shall establish and implement a comprehensive safety program that encompasses all operations of the program. The safety program shall include the following elements as a minimum: aircraft operations, helipad operations, landing zone preparations, biohazard materials disposal, and employee safety.

1.3.3. The contractor shall be responsible for Quality Control (QC) of all transports. The contractor shall provide their QC plan to the Contracting Officer for approval 10 days prior to contract start date. Results of the contractors QC process shall be sent to the COR quarterly.

1.3.4. The contractor shall establish a Continuous Quality Improvement (CQI) process that incorporates utilization review.

1.3.4.1. The contractor's CQI program shall have written clinical care and procedure protocols. These shall be reviewed at least annually and revised as necessary.

1.3.4.2. Protocols shall be researched-based and reflect current standards of clinical care.

1.3.4.3. Program Medical Director shall supervise the creation and revision of clinical protocols and the CQI process.

1.3.4.4. The program shall compare all transports to established CQI and utilization review indicators.

1.3.4.5. The program must document CQI activities.

1.3.4.6. The program shall maintain a method for communicating CQI activities to frontline employees.

1.3.4.7. CQI investigations shall focus on root cause analysis of problems, not superficial symptoms or individual inconsistencies.

1.3.4.8. CQI activities shall be viewed as fair, educationally based, and non punitive.

1.4. QUALITY ASSURANCE

1.4.1. The contractor rotor wing transport service shall be developed in such a manner as to operate within an organizational structure that promotes and ensures effective decision-making, performance, and communication. The contractor's service shall conduct operations based upon the provision of safety, quality, and patient or customer-driven service.

1.4.2. The contractor's service program shall have the following authorities within the organizational chart:

1.4.2.1. Program Medical Director

1.4.2.2. Medical Control Physician(s)

1.4.2.3. Program Director or Clinical Manager

1.4.2.4. Clinical Coordinator or Chief Transport Nurse

1.4.2.5. Continuous Quality Improvement Coordinator or Liaison

1.4.2.6. Director of Safety or Safety Officer

1.4.3. The contractor shall design and implement a written manual of operational policies, procedures, and protocols, including those mandated by local, state, DoD, Army, and federal agencies. Review and revision of written policies, procedures, and protocols must occur annually or as necessary to keep current with established standards of patient care.

1.4.4. The contractor shall maintain a system of information and knowledge management. This system shall include methods of documenting, reviewing, and analyzing operational and clinical data. The contractor shall forward all records of flight time and dispatch logs related to the performance of this contract to the COR on a weekly basis.

1.4.4.1. Communications. The following minimum data must be maintained.

1.4.4.1.1. Requests for Service: Requestor, destination, landing zone coordinates and description, number of patients and patient conditions.

1.4.4.1.2. Canceled request and inability to perform service request, including any requests transferred to another provider or service; explanation of nonservice or cancellation is required, e.g. mechanical and weather reasons.

1.4.4.1.3. Response times: Time of the initial call/request, time of dispatch, and time of arrival on scene.

1.4.4.1.4. On-ground times: Time of arrival to the landing zone to time of departure from the landing zone.

1.4.4.1.5. Turnaround times: Time elapsed between arrival at the receiving facility and back in-service time.

1.4.4.1.6. Flight following: At ten (10) minute intervals, aircraft location and heading as well as time to destination, or Global Positioning System (GPS) coordinates at time of radio contact.

1.4.4.2 Clinical Care. The following minimum data shall be maintained:

1.4.4.2.1. Patient demographics, past medical history, current medications, and allergies.

1.4.4.2.2. Patient diagnosis.

1.4.4.2.3. Benefit of transport as it must outweigh the risk of air transport.

1.4.4.2.4. Patient assessment and pertinent findings.

1.4.4.2.5. Treatment rendered by the medical crewmembers including ongoing treatments, e.g. medication infusions.

1.4.4.2.6. Vital signs including pain assessment at predetermined intervals.

1.4.4.2.7. Assessment following intervention by the medical crewmembers.

1.4.4.2.8. Patient safety restraint system and hearing protection.

1.4.4.2.9. Patient belongings and their disposition.

1.4.4.2.10. Unusual event or incident reporting.

1.4.4.2.11. Explanation of protocol or procedural deviations (Quality Management Review).

1.4.5. The contractor shall establish and maintain a complete Quality Control (QC) program to ensure that the requirements of the contract are provided as specified. One copy of the program shall be provided to the Contracting Officer within twenty (20) days after contract start date. The plan shall include procedures to implement all requirements of the contract, which will include the in-process controls from WAMC.

1.4.6. An inspection system covering all the services required by this contract shall specify the area to be inspected, on either a scheduled or unscheduled basis. The Government reserves the right to request copies of the inspection system.

1.4.7. The Government reserves the right to request copies of skills assessments on contractor personnel. The contractor shall establish internal policy and procedures documents for conducting skills assessments on all personnel.

1.4.8. The contractor shall establish methods of identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

1.4.9. The contractor shall maintain records of all aircraft and equipment inspections conducted and of all necessary corrective actions taken. This documentation shall be made available to the Contracting Officer or designated representative during the term of the contract.

1.4.10. The Government will evaluate the contractor's performance in accordance with the Inspection of Services clause (52.246-4). Nothing in this paragraph precludes the Government from also conducting inspections under the Quality Assurance/Risk Management plan or regulation.

1.4.11. The Contracting Officer may require the contractor or his representative to meet with the Contracting Officer or designated representative, contract administrator, and other Government personnel at least quarterly or as often as necessary based on performance. The contractor may request a meeting with the Contracting Officer when deemed necessary.

1.5. PHYSICAL SECURITY N/A

1.6. HOURS OF PERFORMANCE. The contractor shall be available to provide rotary-wing services 24 hours a day 7 days a week. The Contractor shall have a lift-off response time of within ten (10) minutes from receipt of a call, (e.g. a call is made at 1:00 p.m., contractor shall be enroute to the incident scene no later than 1:10 p.m.). The Contractor shall notify range control when a call is received whether or not the contractor can meet the ten-minute response time. Contractor shall arrive at pick-up destination within forty (40) minutes, (e.g. a call is made at 1:00 p.m., contractor shall arrive at pick-up destination no later than 1:40 p.m.). The Contractor shall provide telephone numbers where the contractor can be contacted on a twenty-four hour basis, seven days a week. Answering services, answering machines, beepers, or pagers are not acceptable. The pilot will determine exceptions to availability during adverse weather conditions, which prohibit flight operations. If the Contractor's rotary-wing evacuation equipment is not available when contacted, the Contracting Officer or designated representative (Range Control) will have the option to arrange other evacuation services. If the contractor's aircraft is non-mission capable (NMC) for any reason, range control, WAMC, and the Fort Bragg's Operations Center will be notified immediately of NMC status to include the anticipated length of NMC time and the reason for the NMC time. The COR will also be notified, in writing, of NMC status to include the actual length of NMC time and the reason for the NMC time. If the aircraft is NMC for more than 60 minutes the contractor shall provide a different, fully mission capable (FMC) aircraft to fulfill the contract. The Contractor will provide backup support in the event the contractor cannot perform duties due to simultaneous responses, equipment failures, or other unforeseen circumstances.

SECTION 2 DEFINITIONS/ACRONYMS

2.1. Definitions.

2.1.1. **ANCILLARY PERSONNEL:** These personnel are commonly referred to as radiology, pathology and/or medical pharmacy technicians/technologists. Clerks, secretaries and receptionist personnel are commonly considered administrative personnel.

2.1.2. **CLINICAL PRIVILEGES:** Authorization by WAMC to provide specific patient care and treatment services in the organization, within well defined limits, based on the individual's license, education, training, experience, competence, judgment, and physical and mental health.

2.1.3. **COMPOSITE HEALTH CARE SYSTEM (CHCS):** An automated medical information system, which will provide integrated support for the functional work centers of inpatient and outpatient care facilities, patient administration, patient appointments and scheduling, nursing, laboratory, pharmacy, radiology, and clinical dietetics.

2.1.4. **CONTINUING EDUCATION.** Education beyond initial professional preparation relevant to the type of patient care delivered in the organization. Provides current knowledge relevant to the field of practice and is related to findings from quality assurance activities.

2.1.5. **CONTRACTING OFFICER (KO):** A person with the authority to enter into, administers, and/or terminates contracts and makes related determinations and findings. The only person authorized to make changes in the contract on behalf of the Government.

2.1.6. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** A government employee selected and designated in writing by the contracting officer to act as his/her designated representative in administering a contract.

2.1.7. **CONTROLLED SUBSTANCE** - All regulated drugs.

2.1.8. **FACILITIES:** Building, equipment and supplies necessary for the implementation of services by personnel.

2.1.9. **MILITARY TIME** is on a 24-hour clock, e.g.

8:00 a.m. - 0800	9:10 a.m. – 0910	Noon - 1200
9:10 p.m. – 2110	Midnight – 2400	12:01 a.m. - 0001

2.1.10. **MILITARY DATES** are written as: March 19, 2005 - 19 Mar 05

2.1.11. **PRIVILEGING PROCESS:** Process established by WAMC and AR 40-68 for granting clinical privileges to medical flight crews.

2.1.12. **MEDICAL QUALITY ASSESSMENT AND IMPROVEMENT.** Those actions taken by the Government to check services to determine if they meet the requirements of the JCAHO, U.S. Army Medical Command, quality assurance and risk management program, and to ensure that the contract personnel comply with the terms and conditions of the contract.

2.1.13. **QUALITY CONTROL:** Those actions taken by a contractor to control the performance of services to ensure that they meet the requirements of the contract.

2.1.14. **REPLACEMENT PERSONNEL:** Contract personnel selected to fill a position for the duration of the contract period, which was previously occupied by another contract person.

2.1.15. **TRAINING HOLIDAY:** A day off in addition to holidays.

2.2. Acronyms

2.2.1. Reserved

- 2.2.2. AR – Army Regulation
- 2.2.3. BCLS – Basic Cardiac Life Support
- 2.2.4. CLIN – Contract Line Item Number
- 2.2.5. COR – Contracting Officer’s Representative
- 2.2.6. CPR – Cardiopulmonary Resuscitation
- 2.2.7. DA – Department of the Army
- 2.2.8. DCCS - Deputy Commander for Clinical Services.
- 2.2.9. DoD- Department of Defense.
- 2.2.10. DEA - Drug Enforcement Administration.
- 2.2.11. EKG -Electrocardiogram.
- 2.2.12. FAA - Federal Aviation Administration
- 2.2.13. FB Reg – Fort Bragg Regulation
- 2.2.14. FTE - Full Time Equivalent.
- 2.2.15. MEDCOM - Medical Command.
- 2.2.16. IV - Intravenous.
- 2.2.17. JCAHO - Joint Commission on Accreditation of Healthcare Organizations.
- 2.2.18. KO - Contracting Officer.
- 2.2.19. MEDDAC - Medical Department Activity.
- 2.2.20. MEDEVAC - Medical Evacuation
- 2.2.21. MTF - Medical Treatment Facility.
- 2.2.22. PA - Physician Assistant
- 2.2.23. PAD - Patient Administration Division
- 2.2.24. Pam - Pamphlet
- 2.2.25. PCF – Practitioner’s credentials file
- 2.2.26. QA&I – Quality Assurance & Improvement
- 2.2.27. QC – Quality Control

- 2.2.28. RN - Registered Nurse
- 2.2.29. SAAF – Simmons Army Airfield
- 2.2.30. SF - Standard Form
- 2.2.31. TAB - Therapeutic Agents Board
- 2.2.32. WAMC – Womack Army Medical Center

SECTION 3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1. During high-risk training events in which Contractor provides twenty-four/seven service, the Government will provide bed-down for three (3) persons at Simmons Army Airfield. All per diem expenses (other than bed-down during high risk training events) shall be provided by the Contractor.

SECTION 4

CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1. The contractor shall provide flight ready helicopter(s) and crew, fully trained and certified personnel, fuel, medical equipment, medical supplies, maintenance, insurance, and all other items to provide rotary-wing air evacuation services. Each aircraft shall be equipped to transport two patients with accompanying crew. Each helicopter must be outfitted with military band radios (minimum of one each UHF or VHF and FM), and must be able to navigate to a Military Grid Reference System (GMRS) location. The contractor shall furnish all personnel and services to comply with the requirements of this contract. Contractor personnel shall wear contractor-furnished identification badges on the front of outer clothing, which states the medical flight crewmembers name, specialty, and company name. The contractor shall provide a rubber stamp containing the medical flight crewmembers name, degree, license number, state of licensure, and company name.

4.2. Each rotary-wing aircraft providing MEDEVAC critical care transport shall have the capabilities to maintain the critical care environment during transport. The final authority for specific items is the Contracting Officer or the Contracting Officer's designated representative. Helicopters and on-board medical equipment shall meet all FAA, State, and local certification requirements. The Contractor shall provide all supplies to perform to the requirements and standards of the contract, to include the following:

4.2.1. Cardiac monitoring equipment: Cardiac monitor, external pacing, cardioversion and defibrillator.

4.2.2. Blood pressure monitoring equipment: monitoring capability for noninvasive blood pressure readings.

4.2.3. Pulse oximetry and end-tidal CO₂ monitors.

4.2.4. Medication pumps capable of administration and titration of adult and pediatric concentration medications.

4.2.5. Respiratory support equipment: ventilator capable of pressure and volume cycled ventilations; with adjustments for tidal volume, rate, fraction of inspired oxygen (FIO₂), and positive end expiratory pressure (PEEP).

4.2.6. Oxygen.

4.2.7. Suction equipment.

4.2.8. Airway equipment including rapid sequence intubation.

4.2.9. Medications: cardiovascular agents, analgesic agents, neurologic agents, respiratory agents, and crystalloids.

4.2.10. Hemorrhage control agents, tourniquets, bandages, and dressings.

4.2.11. Splints, both traction and nontraction, immobilizers, backboards, litters, straps, and padding.

4.2.12. Fluid warming device.

4.2.13. Chest drainage equipment.

4.2.14. Vascular access equipment.

4.2.15. Doppler devices.

4.2.16. Optional: the Contractor may elect to carry additional equipment and medications based upon regional or mission requirements.

4.2.17. Specialty: the Contractor may require additional equipment and medications for specific mission profiles to include but not limited to the pediatric and/or neonatal patient, high-risk obstetrical patient and the cardio vascular patient

4.2.18. The contractor shall ensure that the aircraft is equipped with communications radios which will allow the crew to remain in constant contact with SAAF (Simmons Army Airfield) flight following, Fort Bragg Range Control, WAMC ED, Fort Bragg EMS, Fort Bragg Fire Department, and Fort Bragg Law Enforcement. Additionally, radio capability shall include military radio frequencies FM 38.90 and 46.75 for Fort Bragg.

SECTION 5

SPECIFIC TASKS

5.1. The contractor shall provide air evacuation services to authorized beneficiaries as designated by Fort Bragg Range Control. The contractor shall provide services to authorized beneficiaries of any age per AR 40-3, and in accordance with established principles, practices and standards of the JCAHO, and the Army Medical Department.

5.2. When operating on the Fort Bragg Reservation the contractor will maintain appropriate radio communications in accordance with Air Traffic Control and Flight Following requirements of the Fort Bragg Range Control Standard Operating Procedure (SOP). Frequencies are published in the Fort Bragg Range Control SOP. Except for bed-down during high-risk training exercises, the Contractor shall be responsible for all per diem associated with flight crews.

5.3. Contractor will be required to complete day/night orientation flights with Fort Bragg Aviation Elements and a range briefing (IAW Fort Bragg Range Regulation and Fort Bragg Aviation SOP), prior to commencing the contract. Contractor will be required to complete paperwork for a CALP (Civil Aircraft Landing Permit) (DD Form 2400, 2401, and 2402 prior to commencing the contract. The contractor will be required to land at isolated ranges located on Ft Bragg, North Carolina to load patients. Range landings are subject to possible flight hazards such as dirt, mud, no landing pad, leaves, trees, debris on the ground, no lights, no safety equipment or personnel, uneven terrain, rocks, etc. The contractor shall hold Fort Bragg harmless for any damage caused by landing at an unimproved site. Contractor shall perform flight operations IAW Army Regulation 95-1. In cases of severe or deteriorated weather conditions the Pilot-in-Command shall have the final word in regards to Safety-Of-Flight. Pilot shall maintain current certifications to fly by Visual Flight Rules (VFR) and Instrument Flight Rules (IFR). Once loaded, the contractor shall fly the patient to the hospital designated by the senior medical representative on the scene, this will usually be WAMC, or to medical facilities as specified by WAMC protocols.

5.4. Contractor shall contact Range Control prior to arrival for clearance to enter Fort Bragg airspace and remain on Range Control net until frequency change to pick up site or WAMC has been approved. Contractor personnel shall consult with WAMC medical personnel during the evacuation process. If the patient expires before the MEDEVAC contractor has arrived on-site to the field location, the contractor shall be notified to abort the flight. Lift-off is defined as the contractor leaving its base when called by designated launch authorities to transport a patient. Services shall consist of loading, treating, and transporting patients from on-site and field incidents, as well as WAMC to other hospital transports. Transporting to receiving hospital will be on contractor furnished stretcher, air transportation and medical care enroute including supplies, personnel, and use of on board medical equipment. WAMC personnel will assist by transporting the patient by Government ambulance to or from helicopter at WAMC helipad. If the contractor takes WAMC or unit/customer property on the evacuation, the contractor shall return the property as soon as those items can be released by the receiving medical facility.

5.5. The contractor shall provide a patient report to WAMC for all patients being transported to Womack Army Medical Center. Medical Control will be established by existing NCOEMS procedures. WAMC will remain available as a resource in the management of patients who are being transported under this contract and shall be apprised of patient status through established medical channels within a reasonable amount of time.

5.6. The contractor shall be able to transport and provide care for the following types of patients as a minimum:

- 5.6.1. Trauma
- 5.6.2. Burn
- 5.6.3. Adult Critical Care
- 5.6.4. High Risk Obstretries/premature labor
- 5.6.5. Pediatric Critical Care

5.7. Contractor personnel shall comply with all Fort Bragg Installation safety, fire and infection prevention regulations. Copies of these regulations are on file in Fort Bragg's Safety Office and at WAMC Safety Office. The contractor and contractor personnel shall be cognizant of and observe all requirements for handling and storing medical wastes, combustible supplies and materials, and disposal of combustible waste, trash, etc.

SECTION 6

APPLICABLE TECHNICAL ORDERS, SPECIFICATIONS, REGULATIONS AND MANUALS

6.1. Government publications and forms applicable to this PWS.

6.1.1. The publications have been coded as mandatory or advisory. The contractor shall follow those coded as mandatory only to the extent that they apply to this contract. Supplements, amendments, or changes to these mandatory publications may be issued during the life of the contract. The contractor shall not implement any such changes to mandatory publications, which cause a change in performance within the meaning of the changes clause, unless or until the contracting officer issues a change order or modification to the contract.

6.1.2. Current issues of many DA publications can be accessed at <http://www.usapa.army.mil/>. Current issues of many forms can be accessed at <http://www.usapa.army.mil/forms>. Samples of forms not on the Internet can be obtained from the Medical Treatment Facility.

6.2. Publications

6.2.1. Mandatory.

Public Law 91-596 Occupational Safety and Health Administration.

Joint Commission for Accreditation of Healthcare Organizations (JCAHO) Manual (Current Edition).

AR 40-1	Composition, Mission and Functions of the Army Medical Department.
AR 40-2	Army Medical Treatment Facilities and General Administration
AR 40-5	Preventive Medicine
AR 40-66	Medical Record Administration and Health Care Document Management.
AR 40-68	Clinical Quality Management.
AR 95-1	Flight Regulations
FB 40-20	Aeromedical Evacuation
AR 385-40	Accident Reporting and Records and HSC Supplements

6.2.2. Advisory.

AR 310-25	Dictionary of United States Army Terms.
HSC Pam 40-17	Emergency Medical Services Communication.
HSC Pam 3 10-1	Index of HSC Command Administrative Publications.

SECTION 7

CONTRACTOR MANPOWER REPORTING

7.1. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>.

The required information includes:

- 7.1.1. Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
 - 7.1.2. Contract number, including task and delivery order number;
 - 7.1.3. Beginning and ending dates covered by reporting period;
 - 7.1.4. Contractor name, address, phone number, e-mail address, identity of contractor employee
- Entering data;
- 7.1.5. Estimated direct labor hours (including sub-contractors);
 - 7.1.6. Estimated direct labor dollars paid this reporting period (including sub-contractors);
 - 7.1.7. Total payments (including sub-contractors);
 - 7.1.8. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
 - 7.1.9. Estimated data collection cost;
 - 7.1.10. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
 - 7.1.11. Location(s) where the contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
 - 7.1.12. Presence of deployment or contingency contract language;
 - 7.1.13. Number of contractor and sub-contractor employees deployed in theater this reporting period (by country);
- 7.1.14. As part of its submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.00-4005 INVOICES (MAR 2000)

- a. INVOICES. The Contractor shall submit monthly original invoices to the address listed below. The Government may reject invoices not prepared in accordance with the stated instructions.

Directorate of Plans & Training
ATTN: Aviation Division
Building P-4541, SAAF
Fort Bragg, NC 28310-5000

One copy of each invoice shall be submitted to the Fort Bragg Directorate of Contracting, ATTN: Acquisition Division, Cathy House, Team II, Building 1-1333 Macomb Street, Fort Bragg NC 28310-5000.

- b. PAYMENT. Payment for monthly invoices will be made by the Government Purchase Card (GPC)
- c. CONTRACT ADMINISTRATION DATA. The contract will be administered by the Fort Bragg Directorate of Contracting, ATTN: Cathy House, Acquisition Division, Team II, Building 1-1333 Macomb Street, Fort Bragg, North Carolina 28310-5000, telephone (910) 396-4362 X257, Fax number (910) 396-5603.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Dis abled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved, including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 April 2006 through 31 March 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 MISSION**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **2 MISSIONS**;

(2) Any order for a combination of items in excess of **2 MISSIONS**; or

(3) A series of orders from the same ordering office within **1 HOUR** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **TEN MINUTES** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or

performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 MARCH 2007**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **AT ANY TIME BEFORE THE END OF CONTRACT PERFORMANCE PERIOD**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **AT ANY TIME PRIOR TO CONTRACT EXPIRATION**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 DAYS** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 MONTHS**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29

CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Series 31010, Airplane Pilot, \$24.22 per hour

Series 12313, Registered Nurse II, Specialist, \$20.02 per hour

Series 12041, Emergency Medical Technician (EMT), \$13.21 per hour

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **30 September 2006**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **30 September 2006**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected

employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.237-5002 MOBILIZATION AND OTHER CONTINGENCY PLANNING AND SUPPORT

- (a) The attention of the Contractor is invited to the clause in the general provisions entitled "CHANGES". This clause permits the Contracting Officer to make changes within the general scope of the contract to include the definition of services, and place and time of performance.
- (b) Among the circumstances in which the provisions of this clause may be invoked are general or limited mobilization, requirements or any quick response support requirements which impact on contract performance. Should any of these eventualities occur, the Contractor shall take whatever measures are needed to meet the demands. The start and completion times of these actions shall be determined by the Contracting Officer.
- (c) To ensure that government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the contractor shall, during the life of this contract, anticipate the possibility of these support requirements and the steps it will need to take to rapidly expand the contract capabilities to meet the exigency.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic/mil/dfars>

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004

CLAUSES INCORPORATED BY FULL TEXT

52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (d) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (e) Ability to comply with required schedules;
- (f) Past record of integrity;
- (g) Past record of performance; and
- (h) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (i) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____
 Description: _____

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____
 Description: _____

—

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____ Description: _____

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Financial Reference:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Account Number: _____

(End of Clause)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621910.

(2) The small business size standard is for the firm to have received not more than \$6,000,000.00 in annual revenues over the preceding three (3) fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price Requirements contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://www.dtic/mil/fars>

<http://www.arnet.gov/far>

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION

The Government will award a contract resulting from this solicitation based on the Government's determination of the lowest fair and reasonable price received from a responsible contractor. Price will be based on the total aggregate amount, to include one (1) base year and four (4) one-year option periods.

TECHNICAL EXHIBITS**TE – 1 Wage Determination**

Wage Determination No: 1994-2393, Revision No. 29 and 1995-0222, Revision No. 19 apply to this solicitation and contract. Wage Determination may be downloaded from the following websites: <http://www.wdol.gov> or <http://servicecontract.ntis.gov>.

TE – 2 Estimated Training Dates

The following dates comprise the twenty (20) projected days during base year that the Government will request twenty-four/seven dedicated service during the period of 1 May 2006 through October 2006:

May 20, June 27, July 15, August 19, September 16

JREX Large Package Week: 26-30 June, 28 August – 1 September, and 23-27 October.

QUANTITIES AND DATES FOR TWENTY-FOUR/SEVEN COVERAGE ARE ESTIMATED**TE – 3 Historical Military Workload Data**

	TOTAL	CIVILIAN TRANSPORTS	MILITARY TRANSPORTS
FY 03	23	3	20
FY 04	38	1	37
FY 05	23	1	22

TE – 4 Historical Civilian Workload Data

THE FOLLOWING WORKLOAD DATA COMPRISES CIVILIAN SERVICES PERFORMED UNDER CONTRACT NUMBER W91247-05-D-0006 PERFORMANCE PERIOD DURING THE DATES OF 07 JUNE 2005 THROUGH PRESENT:

THERE WERE FOUR (4) PATIENT FLIGHTS, ONE (1) TWENTY-FOUR/SEVEN DEDICATED SERVICE EVENT FOR FIVE (5) DAYS, ONE TWENTY-FOUR/SEVEN DEDICATED SERVICE TRAINING EVENT FOR FOUR (4) DAYS, AND TWELVE (12) ONE-HOUR ADDITIONAL FLIGHT HOURS REQUESTED.